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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re:	:	Chapter 11
	:	Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al.	:	
	:	
Debtors.	:	
-----X	:	

**STIPULATION AND ORDER RESOLVING OBJECTIONS OF
ROBERT BOSCH LLC TO (I) APPROVAL AND/OR CONFIRMATION
OF THE DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANI-
ZATION AND (II) ASSUMPTION AND ASSIGNMENT OF AGREEMENTS**

Delphi Corporation and certain of its subsidiaries and affiliates, debtors
and debtors-in-possession in the above-captioned cases (collectively, the "Debtors") and
Robert Bosch LLC f/k/a Robert Bosch Corporation and Robert Bosch GmbH
(collectively, "Bosch") by their counsel, stipulate:

Recitals

WHEREAS, Bosch is a party to one or more non-disclosure agreements and licenses with certain of the Debtors, which non-disclosure agreements and licenses have not yet expired and which are identified in the Schedule annexed hereto as Exhibit "A" (the "Exhibit A Contracts"); and

WHEREAS, Bosch is or was a party to one or more non-disclosure agreements and licensing agreements with certain of the Debtors which have expired by their terms, but under which the parties may (or may not) be subject to trailing rights and obligations, including but not limited to, those that pertain to confidentiality and those non-disclosure agreements and licensing agreements are identified in the Schedule that is annexed hereto as Exhibit "B" (the "Exhibit B Contracts"); and

WHEREAS, the Debtors assert that it may be parties with Bosch to certain license agreements that cannot be located by either party, which are identified in the Schedule that is annexed hereto as Exhibit "C" (the "Unidentified Contracts"); and

WHEREAS, on June 16, 2009, the Debtors filed their First Amended Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors in Possession (As Modified) (the "Plan") (Docket No. 17030); and

WHEREAS, on July 10, 2009, the Debtors filed their Notice Of Filing Of Notices Of Assumption And Assignment To Certain Executory Contracts Or Unexpired Leases To Be Assumed And Assigned To GM Components Holdings, LLC Or Steering Solutions Services, Corp., As Applicable, Under Modified Plan Of Reorganization (the July 10 Notice"); and

WHEREAS, on July 13, 2009, the Debtors filed their Notice Of Filing of Certain Corrected Notices Of Assumption And Assignment Of Certain Executory Contracts Or Unexpired Leases To Be Assumed And Assigned to Parnassus Holdings II, LLC Under Modified Plan Of Reorganization (the “July 13 Notice”); and

WHEREAS, on July 14, 2009, Bosch filed its Response and Limited Objection to the July 10 Notice (the “First Bosch Objection”) (Docket No. 18215); and

WHEREAS, on July 14, 2009, Bosch filed its Response and Limited Objection to the July 13 Notice (together with the First Bosch Objection, the “Bosch Objections”) (Docket No. 18217); and

WHEREAS, on July 28, 2009, the Debtors served upon Bosch their Notice Of Filing Of Assumption And Assignment With Respect To Certain Executory Contracts Or Unexpired Leases To Be Assumed And Assigned to DIP Holdco 3 LLC Under Modified Plan of Reorganization (Docket No. 18660) (together with the July 10 Notice and the July 13 Notice,, the “Notices”); and

WHEREAS, on July 30, 2009, the Bankruptcy Court entered its Order Approving Modifications Under 11 U.S.C. § 1127(b) To (i) First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession As Modified and (ii) Confirmation Order (Docket No. 18707); and

WHEREAS, Bosch acknowledges that it is not owed any cure payments from the Debtors on account of the Exhibit A Contracts and the Exhibit B Contracts; and

WHEREAS, the Debtors and Bosch have reached an agreement to settle and resolve the Bosch Objections.

NOW, THEREFORE, in consideration of the foregoing Recitals and the provisions herein, the parties hereto stipulate and agree as follows:

1. This Stipulation shall become effective upon entry of an Order of the Bankruptcy Court approving the terms set forth herein.

2. The provisions set forth herein are for the benefit of the parties hereto and no other party. Except as expressly set forth herein, nothing contained herein constitutes an admission or waiver of any right, claim or defense in favor of the Debtors or Bosch.

3. Bosch consents to the Debtors' assumption and assignment of the Exhibit A Contracts and the Exhibit B Contracts in accordance with the Notices; provided, however, that for purposes of clarity and avoidance of doubt, nothing in the assumption or assignment of the Exhibit B Contracts (which by their terms have expired) shall constitute an extension, reinstatement or other modification of such contracts.

4. Bosch and the Debtors agree and acknowledge that the parties' respective rights and claims, if any, under the Unidentified Contracts are expressly preserved and the Unidentified Contracts are neither assumed nor rejected as of this time. The issue of whether Bosch consents to the assumption and assignment of the Unidentified Contracts shall be deferred indefinitely. In the event that, in the future, the assumption and assignment of the Unidentified Contracts becomes relevant to

either of the parties hereto, they shall first seek to reach a consensual resolution of that issue. If either party wishes to have the Bankruptcy Court determine whether one or both of the Unidentified Contracts have been assumed or rejected, then such party may file a motion with this Court with notice to the other party requesting that this Court decide whether or not the Debtors may assume or assign one or both of the Unidentified Contracts.

5. The Bosch Objections are hereby withdrawn without prejudice to the parties' rights as set forth in paragraph 4 above.

[Concluded on following page]

6. The Bankruptcy Court shall retain original and exclusive jurisdiction to adjudicate any disputes arising from or in connection with this Stipulation and Order.

DELPHI CORPORATION, *et al.*
By their attorneys,
TOGUT, SEGAL & SEGAL LLP
By:

ROBERT BOSCH LLC, *et al.*
By their attorneys,
WARNER NORCROSS & JUDD LLP
By:

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Dated: New York, New York
September 23, 2009

Dated: Grand Rapids, Michigan
September 23, 2009

The foregoing is So Ordered on the
24th day of September, 2009

/s/Robert D. Drain
ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE